

SOLICITATION, OFFER, AND AWARD			1. Caption Sodium Chloride and Clearlane Enhanced Deicer			Page of Pages 1 37	
2. Contract Number		3. Solicitation Number POKA2006B0004DB		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 8/14/2006	
						6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N. W., 6th Floor Washington, D.C. 20009				8. Address Offer to: Department Public Works office of Contracting and Procurement 2000 14th Street, N. W., 3rd Floor Washington, D.C. 20009			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 2000 14th Street, N.W., 3rd Floor until 2:00 p.m. local time 18-Sep-06 <div style="text-align: right; font-size: small;">(Hour) (Date)</div>							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Deborah Bryant		B. Telephone (Area Code) (Number) (Ext) 202 671 2276		C. E-mail Address deborah.bryant@dc.gov	
11. Table of Contents							
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number
15A. Name and Address of Offeror		15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		16. Name and Title of Person Authorized to Sign Offer/Contract	
				17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) Jerry M. Carter		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	



SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement “(OCP)”, on behalf of the District Department of Transportation (DDOT) is seeking a contractor to provide sodium chloride and clearlane enhanced deicer. The sodium chloride shall conform to the American Society Testing Material Standard (ASTM) , sodium chloride V, designation D-632-84, Type 1, Grade 1.

B.2 The District contemplates award of a requirement contract with payments based on firm-fixed prices for the supplies specified in the schedule. The quantities specified are estimates only.

B.3 PRICE SCHEDULE-REQUIREMENTS**B.3.1 BASE YEAR****AGGEGATE AWARD ITEMS (CLIN 0001 and CLIN 0002)**

Contract Line Item No. (CLIN)	Item Description	Price Per Ton	Estimated Quantity	Total Price
CLIN 0001	Sodium Chloride, rock or solar, bulk; as specified on page 9.	\$ _____	20,000 TONS	\$ _____
	BIDDER SPECIFY IF ROCK OR SOLAR SOURCE(S) OFFERED:			

CLIN 0002	Clearlane Enhanced Deicer	\$ _____	5,000 TONS	\$ _____
	Brand Name or Equal			

	Descriptive Literature required, as specified on page 33.			
	Total			\$ _____

B.3.2 OPTION YEAR ONE**AGGEGATE AWARD ITEMS (CLIN 0001 and CLIN 0002)**

Contract Line Item No. (CLIN)	Item Description	Price Per Ton	Estimated Quantity	Total Price
CLIN 0001	Sodium Chloride, rock or solar, bulk; as specified on page 9. BIDDER SPECIFY IF ROCK OR SOLAR SOURCE(S) OFFERED: <hr/>	\$ <hr/>	20,000 TONS	\$ <hr/>
CLIN 0002	Clearlane Enhanced Deicer Brand Name or Equal <hr/> Descriptive Literature required, as specified on page 33. Total	\$ <hr/>	5,000 TONS	\$ <hr/>
				\$ <hr/>

B.3.3 OPTION YEAR TWO**AGGEGATE AWARD ITEMS (CLIN 0001 and CLIN 0002)**

Contract Line Item No. (CLIN)	Item Description	Price Per Ton	Estimated Quantity	Total Price
CLIN 0001	Sodium Chloride, rock or solar, bulk; as specified on page 9. BIDDER SPECIFY IF ROCK OR SOLAR SOURCE(S) OFFERED: <hr/>	\$ <hr/>	20,000 TONS	\$ <hr/>
CLIN 0002	Clearlane Enhanced Deicer Brand Name or Equal <hr/> Descriptive Literature required, as specified on page 33. Total	\$ <hr/>	5,000 TONS	\$ <hr/>
				\$ <hr/>

B.3.4 OPTION YEAR THREE**AGGEGATE AWARD ITEMS (CLIN 0001 and CLIN 0002)**

Contract Line Item No. (CLIN)	Item Description	Price Per Ton	Estimated Quantity	Total Price
CLIN 0001	Sodium Chloride, rock or solar, bulk; as specified on page 9. BIDDER SPECIFY IF ROCK OR SOLAR SOURCE(S) OFFERED: <hr/>	\$ <hr/>	20,000 TONS	\$ <hr/>
CLIN 0002	Clearlane Enhanced Deicer Brand Name or Equal <hr/> Descriptive Literature required, as specified on page 33. Total	\$ <hr/>	5,000 TONS	\$ <hr/>
				\$ <hr/>

B.3.5 OPTION YEAR FOUR**AGGEGATE AWARD ITEMS (CLIN 0001 and CLIN 0002)**

Contract Line Item No. (CLIN)	Item Description	Price Per Ton	Estimated Quantity	Total Price
CLIN 0001	Sodium Chloride, rock or solar, bulk; as specified on page 9. BIDDER SPECIFY IF ROCK OR SOLAR SOURCE(S) OFFERED: <hr/>	\$ <hr/>	20,000 TONS	\$ <hr/>
CLIN 0002	Clearlane Enhanced Deicer Brand Name or Equal <hr/> Descriptive Literature required, as specified on page 33. Total	\$ <hr/>	5,000 TONS	\$ <hr/>
				\$ <hr/>

B.4 REQUIREMENTS

B.4.1 The District will purchase the items described in Section B.3 from the contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the contractor by the District or to relieve the contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.8. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

The contractor shall provide sodium chloride and clearlane enhanced deicer for the District of Columbia Government, District Department of Transportation.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	November 2004

C.2 DELIVERY POINTS FOR CLINs 0001 and 0002

The sodium chloride and enhanced deicer are to be delivered to various locations, as listed below, in order to respond to clearing streets, bridges, and highways during and after snow accumulation.

<u>Locations</u>	<u>Estimated Storage Capacity in Tons</u>
1. Fort Reno Reservoir- 3815 Fort Drive, N.W.	5,500
2. Potomac Avenue and R Street, S.W.	3,500
3. 1241 W Street, N.E.	13,000
4. 401 Farragut Street N.E.	18,000
5. 1075 Kenilworth Avenue, N.E.	2,000
6. Georgetown Facility 3501 K Street, N.W. Underneath Whitehurst Freeway	100

C.3 SPECIFICATIONS**C.3.1 CLIN 0001 – Sodium Chloride**

The contractor shall provide sodium chloride in accordance with the following specifications:

C.3.1.2 The material shall conform to the ASTM, sodium chloride V, designation D-632-84, Type 1, Grade 1. The sodium chloride shall contain a minimum of 20 parts per million of sodium ferrocyanide uniformly mixed with the salt to prevent caking.

C.3.1.3 In the event the material fails to meet the minimum specifications, the the Contracting Officer's Technical Representative (COTR) reserves the right to require the supplier to take whatever corrective action is deemed necessary to bring the material up to specification, or require the supplier to remove and replace that material up to specification, or require the supplier to remove and replace that material which fails to meet the specifications, at the vendors expense. The contractor shall assure that the following sieve sizes are maintained for both the sodium chloride and clearlane enhanced deicer.

SIEVE SIZE	WEIGHT % PASSING
½ inch	100
3/8 inch	95 to 100
No.4	20 to 90
No.8	10 to 60
No.3	0 to 15
No.30	0 to 15

C.3.2 CLIN 0002 – Clearlane Enhanced Deicer

C.3.2.1 Enhanced deicer is a highway deicing salt product containing a pre-wetting agent, dye, and a corrosion inhibitor. It is a highly effective performer that protects exposed steel surfaces from damp salt corrosion and remains free-flowing at low temperatures. It adheres to the road surface more effectively than dry salt, minimizing loss of deicer from wind and traffic scatter, providing more efficient deicing.

C.3.2.2 The enhanced deicer shall conform to the ASTM, designations D 632 - 99, E 534-98 and as indicated in Sections C.5.4, C.5.5 and C.5.6.

C.4 WEIGHING

C.4.1 The contractor shall provide accurate approved scales to be used for weighing shipments of sodium chloride. No split weighing (one truck load of sodium chloride per weight ticket) will be allowed. All deliveries must be made in bulk by covered trucks. A certified weight slip from supplier must accompany each truck.

C.4.2 The District will pay demurrage charges on the railroad cars (only) in accordance with Surface Transportation Board Regulations.

C.4.3 The contractor shall obey all weight rating laws of the District of Columbia as outlined in DDOT's standards and specifications, article 105.08.

C.5 CHEMICAL ANALYSIS

C.5.1 Chemical Analysis of Treated Salt

Component	Units	Typical
Sodium Chloride Deicing	Salt	% 95.7
Pre-wetting	Agent	% 4.3

C.5.2 Chemical Analysis of pre -wetting agent

Component	Units	Typical
Magnesium chloride	%	29
Triethanolamine	%	0.6
Green Dye	%	0.5

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies [if applicable], and clause number six *(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001	*Weight Ticket	1 Per Load	Hand Delivery	Time of Delivery	

*Weight tickets reflects the amount of sodium chloride and clearlane enhanced decier delivered.

F.4 UNIT PRICE AND F.O.B. DELIVERY POINTS:

Unit prices and/or discounts offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see paragraph 12, Standard Contract Provisions) to the designated pickup and delivery point, as specified by the Contracting Officer's Technical Representative.

The delivery points listed below are subject to change and additional locations may be submitted within the limits of the geographic area defined above.

F.5 DELIVERY POINTS FOR CLINs 0001and 0002

Locations

1. Fort Reno Reservoir-
3815 Fort Drive, N.W.
2. Potomac Avenue and R Street, S.W.
3. 1241 W Street, N.E.
4. 401 Farragut Street N.E.
5. 1075 Kenilworth Avenue, N.E.
6. Georgetown Facility
3501 K Street, N.W.
Underneath Whitehurst Freeway

The contact person shall the COTR or COTR' s designee.

F.6 ROUTINE DELIVERY

Time of delivery is of the essence in the performance of the contract. The contractor shall make delivery at destination within seven (7) calendar days from notification by the COTR or COTR' s designee, after receipt of and as prescribed in the purchase order. Delivery will be made during normal working hours (Monday through Friday – 7:30 a.m. – 3:30 p.m.), unless the contractor made arrangement in advance of anticipated delivery during non-work hours.

F.7 EMERGENCY DELIVERY

The contractor shall provide two (2) emergency orders placed for 10,000 tons to be delivered to the storage location(s) listed in Section C.2, as follows:

F.7.1 The District will identify the salt inventories as “critically low” when salt facilities have reached below 50% capacity. When inventories are critically low, the contractor shall deliver sodium chloride as indicated below:

- | | |
|----------------|---|
| F.7.1.1 | 4,000 tons within twenty-four (24) hours after placement of order. |
| F.7.1.2 | 4,000 tons within forty-eight (48) hours after placement of order. |
| F.7.1.3 | 2,000 tons within twenty-four (24) hours thereafter until the order is completed. |

F.7.2 During a critical low the COTR or COTR' s designee will act as the central contact to prioritize the delivery schedule. Contractor shall contact the COTR or COTR' s designee with the start time of delivery; number of trucks, anticipated tonnage, and the last load must be identified. In the event delivery is not completed within the

specified time period as indicated in Section F.7.1, a reduction of 3% of the price per ton for each day after the periods specified above.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: Customer Care Division
2000 14th Street, N.W., 6th Floor
Telephone: (202) 671-2300

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 PAYMENT

The District will pay the amount due the Contractor under this contract after:

1. Each delivery; and
2. Presentation of a properly executed invoice.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name: Jerry M. Carter, Contracting Officer
Title: District Department of Transportation
Address: Office of Contracting and Procurement
2000 14th Street, N. W., 6th Floor
Telephone: 202-671-2270

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without

authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Leonard Addison
Title: Snow and Street Operations Manager
Agency: District Department of Transportation
Address: 64 New York Avenue, N.E.
Telephone: 202-671-4672

G.7.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.7.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.8 ORDERING AND PAYMENT

G.8.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of purchase orders or task orders by the Contracting Officer. Such purchase orders may be issued from date of award through one (1) year and subsequent option years.

G.8.2 All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase and this contract, the contract shall control.

G.8.3 A purchase order is considered "issued" when the District deposits the purchase order in the mail. Purchase orders may be issued by facsimile or by electronic commerce methods only if authorized in the Schedule.

G.8.4 **Purchase** orders and all deliveries are to be coordinated through the COTR or COTR's designee and will act as the Central contact for all orders and will prioritize the delivery schedule. The vendor must contact the COTR or the COTR's designee will start time of delivery, number of trucks, anticipated tonnage, and the last load must be identified each day of delivery by supplier.

- G.8.5** An COTR or COTR's designee who will sign a delivery receipt certifying receipt of the material must receive all deliveries. No payment will be made unless an authorized representative signs a delivery ticket. Coordinate all deliveries with the COTR or the COTR's designee.
- G.8.6** Delivery will be made during normal working hours (Mon.-Fri.- 7:30 a.m.- 3:30 p.m.), unless the contractor made arrangement in advance of anticipated delivery during non-work hours. Contractor **must contact the COTR or the COTR's designee with the start time of delivery; number of trucks, anticipated tonnage, and the last load must be identified.**
- G.8.7** All deliveries will be subject to random weight verification by D.C. Metropolitan Police Department. All deliveries found to be above Gross Vehicle Weight limitations will be subject to appropriate enforcement action by D.C. Metropolitan Police Department.
- G.8.8** In the event the COTR or the COTR's designee, at the delivery point, determines that a load of salt is contaminated, the shipment will be rejected. The contractor shall protect the salt in transit by waterproof covering.
- G.8.9** The contractor shall not accept orders for items under this contract unless a purchase order has been issued. It is anticipated that purchase orders will be issued at regular intervals during the term of the contract, covering areas within the District government authorized to order services under this contract. The participating agency shall be the District Department of Transportation.

G.9 LIQUIDATED DAMAGES

- G.9.1** Deliveries are to be completed with seven (7) calendar days after the contractor receives an order in writing, from the COTR. In the event delivery is not completed within the specified time, a reduction of 3% of the price per ton for each day with seven (7) calendar days specified above.
- G.9.2** Contractor must contact the COTR or the COTR's designee with the start time of delivery; number of trucks, anticipated tonnage, and the last load must be identified.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

SECTION J: LIST OF ATTACHMENTS

J.1 INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.)*

J.1.1 LSDBE Certification Package

J.1.2 E.E.O. Information and Mayor's Order 85-85

J.1.3 Tax Certification Affidavit

J.1.4 First Source Employment Agreement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: _____
☐ an individual,
☐ a partnership,
☐ a nonprofit organization, or
☐ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- ☐ an individual,
☐ a joint venture, or
☐ a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder _____ has _____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.1.3.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- K.8.1** If authorized by the bidder's(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- K.8.2** Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- K.8.3** A negative reply will not adversely affect consideration of your bid.

K.8.4 It is the awarded vendor's responsibility to notify the members shown below of the availability of the contractor(s).

K.8.5 Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.

K.8.6 The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	Prince George's County, Maryland
___	___	College Park, Maryland	___	___	Prince George's Public Schools
___	___	Culpeper County, Virginia	___	___	Prince William County, Virginia
___	___	District of Columbia	___	___	Prince William Public Schools
___	___	District of Columbia Courts	___	___	Prince William County Service Authority
___	___	District of Columbia Public Schools	___	___	Rockville, Maryland
___	___	D.C. Water & Sewer Authority.	___	___	Spotsylvania County Schools
___	___	Fairfax, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County, Virginia	___	___	Takoma Park, Maryland
___	___	Fairfax County Water Authority	___	___	Vienna, Virginia
___	___	Falls Church, Virginia	___	___	Wash. Metro. Area Transit Authority
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Frederick County, Maryland	___	___	Winchester Public Schools
___	___	Manassas Public Schools	___	___	Herndon, Virginia
___	___	Gaithersburg, Maryland	___	___	Loudoun County, Virginia
___	___	Greenbelt, Maryland	___	___	
___	___	Manassas, Virginia	___	___	
___	___	MD-Nat. Cap. Park & Plng. Comm.	___	___	

Vendor Name

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends, but is not obligated, to award single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. POKA-2006-B-0004-DB, Sodium Chloride."**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **2:00 p.m.** local time on the date indicated on page 1.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 14 calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 14 calendar days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, District Department of Transportation, 2000 14th Street, N.W., 6th Floor, Washington, D.C. 20009, 202-671-2270, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, District Department of Transportation, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, District Department of Transportation, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

- L.12.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.15.1** Name, address, telephone number and federal tax identification number of bidder;

- L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862

(2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.16.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.16.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.16.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.16.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.17 BRAND NAME OR EQUAL

L.17.1 As used in this clause, the term “brand name” includes identification of products by make and model.

L.17.2 If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Invitation for Bids.

- L.17.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- L.17.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid.
- L.17.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- L.17.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- L.17.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- L.17.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

L.18 REQUIREMENT FOR DESCRIPTIVE LITERATURE

- L.18.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- L.18.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
- A.** Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or

- B.** The Contracting Officer, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

SECTION M: EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.5 Vendor Submission for Preferences

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.